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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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In The Matter Of The Arbitration Between:	:	
	:	
BLUE FIN TANKERS INC,	:	
	:	
Petitioner,	:	
	:	16 Civ.
-and-	:	
	:	PETITION TO COMPEL
TESORO FAR EAST MARITIME COMPANY,	:	ARBITRATION AND
	:	<u>APPOINT ARBITRATOR</u>
Respondent,	:	
-----X	:	

Petitioner, BLUE FIN TANKERS INC, as disponent owner of the M.V. DA YUAN HU and M.V. DA MING HU (the "Vessels") ("Petitioner"), by its attorneys, Wanchoo Law Offices, LLP, alleges upon information and belief as follows:

1. Petitioner, at all relevant times, was and still is a corporation duly organized and existing under and by virtue of the laws of a foreign country with a place of business at Norwalk, Connecticut.

2. Upon information and belief, Respondent, TESORO FAR EAST MARITIME COMPANY ("Respondent"), at all relevant times, was and still is a corporation duly organized and existing under and by virtue of the laws of a foreign country with an office at: 19100 Ridgewood Parkway, San Antonio, Texas 78259.

3. This petition is brought pursuant to the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, and § 201, *et. seq.* and this Court has admiralty and maritime jurisdiction pursuant to 28 U.S.C. § 1333.

4. Under contracts of charter parties dated May 5, June 4, and June 9, 2015 (the “Charters”), the Petitioner, as disponent Owner agreed to charter the Vessels to the Respondent, as Charterer. (See the affidavit of Bengt E. Nergaard dated May 13, 2016 (“Nergaard Aff.”) at ¶3).

5. The Charters, by the provision of Clause 35 of the ExxonMobil Voy2000, provide for disputes to be resolved in New York arbitration. (Nergaard Aff., ¶5).

6. Respondent has failed to pay demurrage to the Petitioner in breach of the Charters. (*Id.* at ¶4).

7. On January 25, 2016, the Petitioner demanded arbitration of its demurrage claims arising under the Charters and appointed Mr. Robert Shaw, as it arbitrator for all Charters. (*Id.* at ¶6).

8. On February 24, 2016 Respondent’s counsel advised that he was currently reviewing the claims and requesting that the Petitioner refrain from making any application with the Court pending a response. (*Id.* at ¶7).

9. Despite repeated written requests Respondent has refused to appoint an arbitrator and proceed to arbitration. (*Id.* at ¶8).

10. Petitioner reserves its claim for its reasonable attorneys' fees and costs incurred in making this Petition.

WHEREFORE, Petitioner prays:

A. That this Court order Respondent to appoint its arbitrator from the Society of Maritime Arbitrators (“SMA”) Roster of Members in response to Petitioner’s notices of arbitration for the three separate Charters or alternatively the Court select an arbitrator from the SMA Roster (<http://www.smany.org/memberRoster.html>), who will serve as Respondent’s arbitrator for all three charter party disputes and that the Respondent be compelled to participate in immediate New York arbitration in accordance with the terms of the Charters; and

B. That this Court grant Petitioner such other, further and different relief as is deemed just and proper, including the attorneys’ fees and costs of this proceeding.

Dated: New York, New York
May 16, 2016

Respectfully submitted
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